

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.1191 OF 2002
IN
SUIT NO.2532 OF 2002

S.Sampat .. Plaintiff

Vs.

1. Ion Exchange (India) Ltd.& Ors. .. Defendants

Ms.Nandini G.Menon for the plaintiff

Mr.B.P.Israni for the defendant no.1, 2, 4 and 6

CORAM : S.U.KAMDAR, J

DATED : 18TH AUGUST, 2005

P.C.:

1. The present Notice of Motion has been taken out by the employee for release of the amount of Rs.5,93,943.65 which are the terminal dues of the plaintiff like provident fund, gratuity etc. The defendants had already deposited the said amount in court. Looking at the facts of the present case, I am of the opinion that pending the suit, part of the amount so deposited can be permitted to be withdrawn by the plaintiff. However, the same will be subject to the condition. Accordingly, I permit

the plaintiff to withdraw the sum of Rs.2.0 lacs out of the amount lying deposited with the Prothonotary & Senior Master, High Court, Mumbai

2. The learned counsel for the plaintiff states that he will furnish bank guarantee for the aforesaid amount. The said bank guarantee will be valid for a period of 2 years. Bank Guarantee to be furnished within the period of 8 weeks and the amount be released on furnishing the said bank guarantee. The plaintiff undertakes to renew the same from time to time till the disposal of the suit. Motion disposed of accordingly.